

1 Janet Segle
2 203 Some Day Way
3 Sequin, WA 98382
4 seglej@gmail.com

The Honorable Robert J. Bryan

5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON AT TOCOMA

7 JANET SEGLE) Case No.: C10-5655 RJB
8) VERIFIED
9 Plaintiff,) PLAINTIFF'S COMBINED RESPONSE TO
10 vs.) DEFENDANT(S) MOTION(S) TO DISMISS PURSUANT
11) TO FRCP 12 (b) (6)
12)
13 PNC MORTGAGE, a division of PNC BANK) NOTICE ON MOTION CALENDAR;
14 NATIONAL ASSOCIATION, sbn, NATIONAL CITY) MARCH 18, 2011
15 MORTGAGE, and NORTHWEST TRUSTEE SERVICE)
16 INC.,)
17 Defendant(S)

18 NOW COMES Plaintiff, JANET SEGLE, pro se, without counsel and untrained in law with
19 verified response to Defendant(s); PNC Mortgage, a division of PNC Bank, National
20 Association and National City's successor by merger's ("PNC") Motion to Dismiss
21 pursuant to FRCP 12 (b) (6) (Dkt23) and Northwest Trustee Service Inc.'s ("NWTs")
22 Motion to Dismiss Pursuant to FRCP 12 (b) (5) and to join PNC's Motion to Dismiss
23 Pursuant to FRCP 12 (b) (6) (Dkt 26) as a combined response to both motions.

24 I. INTRODUCTION

25 1.) Plaintiff failed to respond to said motions by Defendants Motion(s) for two
26 reasons: A.) Plaintiff has been impaired by a serious medical condition
27 involving erratic changes in blood pressure which diminished her ability
28 to function normally.
B.) Plaintiff was without adequate information. Begging the indulgence
of the Court and the Defendants to explain, Plaintiff states that she
paid for not one but two forensic loan audits between April of 2008 and
the present date that were never delivered in hard copy. Phone

Plaintiff - Segle - Response MTD- 1

1 conversations with audit providers alerted Plaintiff to violations that
2 were allegedly found in the loan documents. Said violations were the
3 basis for Plaintiff's Original complaint and Amended Complaint.

4 2.) Plaintiff is untrained in law and procedure and in want of counsel and made a best
5 effort attempt at pleading under exigent circumstances.

6 3.) Plaintiff is not attempting to "avoid her mortgage obligations" as has been stated
7 by counsel for PNC, rather Plaintiff has been and continues to attempt to ascertain
8 who the real party in interest actually is so that she may negotiate directly with
9 said party as well as to prevent a potentially unlawful foreclosure by parties that do
10 not hold a lawful interest in the subject loan.

11 4.) Without answers to the Qualified Written Requests sent to Defendants and without
12 hard copy completed audits, on top of no knowledge at all of how to proceed with and
13 carry out a lawsuit, Plaintiff has made numerous mistakes.

14 5.) Plaintiff concedes that NWT's Motion to Dismiss Pursuant to FRCP 12 (b) (5) has
15 merit.

16 6.) Plaintiff concedes that PNC'S Motion to Dismiss Pursuant to FRCP 12 (b) (6) has
17 merit in part as related to TILA Rescission (Reg. Z §226.23) barred by statute of
18 repose. Plaintiff was unaware of the Beach v Ocwen Federal, 523 U.S. 410, 411-
19 412(1998) Case, however counsel for Defendant PNC misrepresents the facts in stating
20 that "National City provided Plaintiff with all the disclosures required by TILA" (MTD
21 line 6 page 5) which the hard copy audits, now in possession of the Plaintiff shows.

22 7.) Counsel for PNC cites that Plaintiff "acknowledged receipt of copies of all
23 disclosures" (lines 5 and 6 of page 7 MTD). An acknowledgement of some disclosures
24 that may or may not be properly prepared is, as counsel pointed out, nothing more than
25 a rebuttable presumption and not a confession to receipt of all material disclosures.

26 8.) Plaintiff did believe that she alleged a violation of RESPA section 6 (12 U.S.C.
27 §2605) in the Defendants failure to provide Plaintiff with the answers and
28 documentation she requested in the Qualified Written Requests, but can now see that,
as worded in the Complaint there may have been some confusion as to the allegation.

1 9.) Defendant PNC did acknowledge the Qualified Written Request within 20 days as
2 required but failed or refused to answer the questions and supply the documentation
3 requested by Plaintiff within 60 days as required by RESPA Section 6 (2605).
4 10.) As a result of this failure or refusal Plaintiff suffered the damage of not
5 having critical information that would allow her to know exactly who the real party of
6 interest in the loan was as well as if proper recording and transfer and negotiation
7 procedures were followed that give rights in her home to a party alleging to have
8 same. In light of all the media coverage about double pledging of loans and other
9 improprieties in the mortgage industry, Plaintiff has been foreclosed of the knowledge
10 of if she will be subjected to or ability to protect herself from further litigation
11 by other parties claiming an interest in her property.
12 11.) Plaintiff concedes that she has not plead the appropriate causes of action or
13 their elements because the appropriate information necessary to do so was withheld
14 from her by PNC and from two service providers that Plaintiff contracted with.
15 12.) Plaintiff concedes that Fair Debt Collection Practices Act Cause of action was
16 not properly plead. That notwithstanding, the recently received Forensic Audit and
17 Securitization Audit give rise to FDCPA violations as a plausible cause of action if
18 plead properly and in the context of the evidence within those audits.
19 13.) Plaintiff concedes that Quiet Title as currently plead is improper. That
20 notwithstanding, the recently received Forensic Audit and Securitization Audit give
21 rise to Quiet Title as a plausible cause of action if properly plead and in the
22 context of the evidence within those audits.
23 14,) Counsel for Defendant PNC cites, in pertinent part "Ms. Segle actually seeks not
24 to quiet title but to have the Court Judicially release her from her mortgage debt-
25 i.e., give her a free house at PNC's expense." (Line 10, 11, 12 page 11 MTD). Nothing
26 could be farther from the truth. Plaintiff has no legal education or experience and
27 for counsel to use superior knowledge of the law and procedure to disparage Plaintiff
28 is senseless even though it may be allowed and may be common practice among the
legally educated. Plaintiff has confessed to her own inexperience and mistakes, but

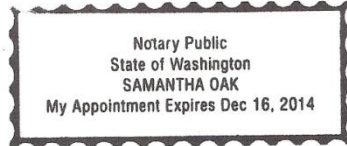
1 takes offense to the intimation that she is somehow seeking "a free house" at anyone's
2 expense. All Plaintiff has ever wanted was to be allowed to pay for her house and pay
3 the appropriate party. Plaintiff did not challenge a default because she did default
4 due to unforeseen circumstances as many millions of people across the country have.
5 Millions of people who are NOT "deadbeats" or seeking to get a "free house" at the
6 expense of the banks who are only doing what they have to do, but really shouldn't be
7 vilified. When the banks accepted "deadbeat" taxpayer dollars to bail them out of
8 financial distress but are unwilling to allow the "deadbeat" taxpayers to re-negotiate
9 contracts and pay for the taxes they WANT TO PAY FOR in spite of an economic crisis,
10 disparaging comments against the "deadbeat" tax payer are probably not the ideal
11 strategy. Plaintiff wants to pay for her house and wants to pay the party entitled to
12 said payments according to the law. If the appropriate party according to law, does
13 not wish to negotiate with Plaintiff and would rather take the home pursuant to
14 contract, Plaintiff would at least like to have the assurance that the appropriate
15 party, in fact, and according to law, is taking her home and that she will not be
16 subject to further litigation down the road.

17 CONCLUSION

18
19 Plaintiff concedes that she has made many mistakes and that Defendant(s) are
20 most likely entitled to their motions to dismiss. Plaintiff also understand that the
21 court has the discretion to allow Plaintiff the opportunity to Amend a second time,
22 now that the audits have been received and proper causes of action can be alleged and
23 plead. Plaintiff has made a good faith effort to do something that is absolutely
24 foreign to her, under serious strain and without assistance and prays the Court use
25 said discretion to allow Plaintiff to Amend a second time with proper causes of
26 action. Plaintiff begs the forgiveness of Both Defendants and Counsel as well as the
27 Court for the deficiencies in Plaintiff's pleadings. Plaintiff has secured shadow
28 legal assistance for guidance to prepare a Second Amended Complaint, if allowed to do
so. Plaintiff would like the opportunity to properly serve NWTs to cure said defect.

1 Newly obtained Forensic Audit and Securitization Audit will change the causes of
2 action presently before the Court and bring up new issues unknown to Plaintiff
3 previously.
4 Further, Affiant sayeth not.

Respectfully submitted by,



Janet Segle
Janet Segle, Plaintiff, pro se
203 Some Day Way
Sequin, WA 98382

9 STATE OF WASHINGTON
10 COUNTY OF Clallam
11 I certify that I know or have satisfactory evidence that
Janet Segle Is/are the person(s) who appeared before
12 me, and said person(s) acknowledged that she signed this instrument and
acknowledged it to be a free and voluntary act for the uses and purposes
13 mentioned in the instrument.
DATED: 3/11/11
14 Samantha Oak
15 Notary Public in and for the State of Washington,
residing at 680 W. Washington St.
16 My appointment expires 12/16/14

Matthew Sullivan: matthewsullivan@dwt.com

Jonathan M. Lloyd: jonathanlloyd@dwt.com

I Janet Segle a woman, having first-hand knowledge of the facts stated herein, do attest under penalty of perjury, freely and willingly, that the following facts are true, correct and complete to the best of my belief and understanding and are not meant to be misleading.

Janet Segle

Janet Segle Pro Se

203 Some Day Way

Sequim, WA 98382

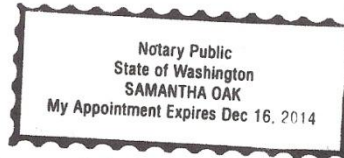
segle@gmail.com

Acknowledgement

State of Washington)

) ss:

County of Clallam)



On the 11th day of March, 2011, the signor did personally appear before me, is known to be the person described herein, who executed the foregoing, acknowledged the contents thereof, and executed the same as his free act and deed. Subscribed and agreed to before me the undersigned Notary.

Notary Officer: Samantha Oak -+